

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
OXFORD DIVISION**

**ROBERT G. HALLAM and
ALAINE G. HALLAM, individuals)**

)

Plaintiffs,)

)

v.)

)

)

SOUTHAVEN R.V. CENTER,)

INC., a Mississippi Profit)

Corporation and REV)

RECREATION GROUP, INC., a)

Foreign Profit Corporation)

)

Defendants.)

CIVIL ACTION NO. 3:18cv220-DMB-RP

NOTICE OF REMOVAL

COMES NOW Defendant REV Recreation Group, Inc. (“REV”) and files this Notice of Removal of this action from the County Court of DeSoto County, Mississippi to the United States District Court for the Northern District of Mississippi, Oxford Division. As grounds hereto, this Defendant shows unto the Court as follows:

BACKGROUND OF THIS ACTION

1. The above-titled cause has been brought in the County Court of DeSoto County, Mississippi, by service of the Summons and Complaint via process server on the registered agent of REV on September 18, 2018, and is now pending therein.

A complete copy of the lawsuit along with all State Court pleadings are attached hereto as Exhibit “A” and are incorporated herein by reference. This case is being removed within thirty days of service of the Complaint and well within one year of the commencement of this action.

2. Said action is of a civil nature at law whereby the Plaintiffs seek to recover damages in excess of \$50,000 from the Defendant, exclusive of interest and costs.

3. According to Plaintiffs’ Complaint, Plaintiffs purchased a used 2016 Holiday Rambler Ambassador 38FS Motor Home from Defendant Southaven R.V. Center, Inc. on or about August 12, 2017 for \$113,112.50. (See Complaint, Exhibit A to Complaint). Plaintiffs allege the Motor Home was defective in materials and workmanship when purchased, that it has been returned to a dealership for repairs at least seven times and that it has been out of service for more than thirty (30) days. (See Complaint at ¶¶ 10-11). Specifically, the Complaint alleges claims of breach of express warranty and Breach of the Magnuson-Moss Warranty Act against REV. (*Id.* at ¶¶ 19-36). Among others, Plaintiffs’ Complaint identify the following damages: the purchase price of the Motor Home, return of the subject Motor Home, unspecified consequential damages, and attorney’s fees. (*Id.* at pp. 4, 7). The Complaint sets forth that Plaintiffs “have, and will continue to, suffer significant monetary and consequential damages.” (*Id.* at ¶ 25).

GROUNDS FOR REMOVAL

4. This case is being removed pursuant to 28 U.S.C. §§ 1331, 1441 and 15 U.S.C. § 2310(d) because it is a civil action seeking relief for breach of warranty under 15 U.S.C. § 2301 et seq. (known generally as the Magnuson-Moss Consumer Product Warranty Act or “Magnuson-Moss”) in which the amount in controversy exceeds \$50,000.00.

5. Section 2310(d)(1) of Title 15 of the United States Code provides:

[A] consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this title or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief—

...

(B) in an appropriate district court of the United States, subject to paragraph (3) of this subsection.

15. U.S.C. § 2310(d)(1).

6. Paragraph (3) of subsection (d) imposes an amount in controversy requirement on the subject matter jurisdiction of the United States District Court for Magnuson-Moss cases. It states, in part:

No claim shall be cognizable in a suit brought under paragraph (1)(B) of this subsection—

...

(B) if the amount in controversy is less than the sum or value of \$ 50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit; or

15. U.S.C. § 2310(d)(3).

7. Plaintiffs' Complaint seeks relief under Magnuson-Moss. (See Complaint at ¶¶ 26-36). Plaintiffs assert their claims exceed \$50,000 in damages. Particularly, they demand damages including (and exceeding) a refund of the purchase price, \$113,112.50. (See Complaint at p. 7, Exhibit A to Complaint).

8. Accordingly, this action could have been filed originally in this Court pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 2310(d), as this Court has federal question jurisdiction of certain claims asserted by Plaintiffs.

9. A true and correct copy of this Notice of Removal is being served on counsel for the Plaintiffs and Defendant Southaven R.V. Center, Inc. this date.

10. All Defendants join in and consent to this removal.

11. A true and correct copy of this Notice of Removal is being filed with the Clerk of the County Court of DeSoto County, Mississippi, this date.

12. No Defendant by virtue of filing this Notice of Removal, waives any defenses or objections available to it under the law.

13. Defendant requests a trial by struck jury.

WHEREFORE, PREMISES CONSIDERED, Defendant REV Recreation Group, Inc. prays that the above-titled cause be removed to the United States District

Court for the Northern District of Mississippi, Oxford Division, according to the statutes in such case made and provided.

DONE this 18th day of October, 2018.

/s/ Jeremy S. Gaddy

J. Bart Cannon, Esq. (MSB 103517)
Jeremy S. Gaddy, Esq. (MSB 103611)

Of Counsel

Huie, Fernambucq & Stewart, LLP
Three Protective Center
2801 Hwy 280 South
Suite 200
Birmingham, Alabama 35223
Telephone: (205) 251-1193
BCannon@huielaw.com
JGaddy@huielaw.com

CERTIFICATE OF SERVICE

I hereby certify that on October 18, 2018, I filed the foregoing with the Clerk of the Court using CM/ECF and served it upon the following by First Class U.S. Postal Service Mail:

Daniel Ware
Ware Law Firm, PLLC
2609 US highway 49 S
Florence, MS 39073
dware@warelawfirm.com
Counsel for Plaintiff

Cassandra Harris Kalupa
Galese & Ingram, P.C.
800 Shades Creek Pkwy #300
Birmingham, AL 35209
sandy@galese-ingram.com
Counsel for Southaven R.V. Center, Inc.

/s/ Jeremy S. Gaddy

OF COUNSEL